

THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN
AND FOR THE COUNTY OF KING

Daniel TOSHNER, Responsible
Billing, LLC,
Roadside Response, LLC.,
Plaintiff,

vs.
JP MORGAN CHASE & CO,
Chase Bank,

Defendant.

Case No.

COMPLAINT FOR DAMAGES

COME NOW *the Plaintiffs herein and for claims against the Defendant*
complain and allege as follows:

I. INTRODUCTION

1.1 This is a complaint brought under the WASHINGTON STATE CONSUMER
PROTECTION ACT.

II. JURISDICTION AND VENUE

2.1 **Jurisdiction**: This court has jurisdiction in accordance with RCW
4.100.

2.2 **Venue**: Plaintiffs reside in King County and Plaintiffs opened the
bank accounts with Defendant in King County.

Daniel Toshner

III. PARTIES

3.1 Plaintiff, DANIEL TOSHNER, was at all material times herein, a resident of King, County and the sole owner and operator of the corporate entities named as Plaintiffs herein.

3.2 Defendant: Defendant, the State of Washington, was at all material times herein, the Defendant.

IV. FACTUAL ALLEGATIONS

4.1 Defendant Chase closed Plaintiffs' business banking account on May 8, 2023;

4.2 Plaintiffs escalated the matter to Paul Burke who informed Mr. Toshner in a series of emails and phone calls that the account was reopened;

4.3 On May17, 2023, the account was still closed. Mr. Burke had left the country, according to an auto generated email. The matter was escalated again to Davide Debond and Pankaj Nath. They both stated in emails to Mr. Toshner that they would have the account up and running;

4.4 Shortly after June 22nd, Chase Bank also closed the Roadside Response account and told Plaintiffs that the money would be sent within a few days.

4.5 Mr. Toshner called the Chase 1-800 number at least three times a week for over a month. He was told by one Chase employee or agent that Chase needed a new Operating Agreement, and paperwork pertaining to the two LLC's referenced above; Chase told Mr. Toshner that Defendant

Daniel Toshner

1 needed to research checks provided to him by a third party; and then was
2 told that they were no longer investigating as the matter had been put on
3 hold.

4 4.6 On or about **June 1st, 2023**, Defendant's employees and/or agents
5 told Plaintiffs the investigation was on hold by one person.
6

7 4.7 All of the above referenced representations constituted conflicting
8 stories; nothing said to Mr. Toshner was consistent, nor did anything
9 represented by said employees and/or agents make sense;
10

11 4.8 Plaintiff went to Chase on 08/15/2023 to speak to someone face to
12 face and spoke to Linda of the North Indio, CA location. She also
13 escalated the case and provided Plaintiff with a number to which he was
14 instructed to fax a demand and legal letter;
15

16 4.9 Plaintiff eventually received funds belonging to Roadside
17 Response (approximately \$60,000); but never for RESPONSIBLE BILLING
18 (\$83,000-approximately); nor did he ever receive an accounting of the
19 banking transactions from Defendant Chase. The total balance of funds not
20 received is \$83,000, plus an additional \$20,000 in held fees for which
21 Chase has provided no accounting;
22

23 4.10 Every time Mr. Toshner called, Defendant Chase personnel
24 claimed the matter was still pending investigation.
25

26 4.11 Plaintiffs corresponded with Defendant demanding a written
27 explanation within ten days of Defendant's receipt of the correspondence.
28

Daniel Toshner

1 4.12 At all times referenced above, all Plaintiffs' deposits cleared and
2 there were no indications of fraud communicated to Plaintiff, nevertheless,
3 Defendant continued to hold the above referenced funds.

4 4.13 All the above referenced allegations constitute unfair and
5 deceptive practices under the WASHINGTON STATE CONSUMER PROTECTION
6 ACT.

7
8 **V. CAUSE OF ACTION**

9 **VIOLATION OF THE WASHINGTON STATE CONSUMER PROTECTION ACT**
10 ***(hereinafter CPA).***

11 5.1 Plaintiffs reallege and incorporate by reference each allegation of
12 paragraphs 1.1 through 413, inclusive, as if alleged herein.

13 5.2 Plaintiff has been wrongfully deprived of the use of funds deposited
14 in accounts maintained by defendant.

15 5.3 As a result of said unfair and deceptive practices, Plaintiff has
16 suffered loss of the use of the deposited funds and experienced loss
17 of opportunities to be measured the present value of said funds at the
18 time the funds became unavailable.

19 5.4 Plaintiffs did everything possible to mitigate the damage to the
20 businesses and were never informed of any fraud or cause for
21 concern regarding Plaintiffs' responsibilities or irregularities
22 regarding the accounts.

23 5.5 The claims arose June 2023-December 2023 and are not time barred.

24 5.7 The Plaintiff never engaged in illegal acts and was Defendant has not
25 informed him of any fraudulent or irregular activity on the accounts.

26
27
28 **Daniel Toshner**

VI. REQUEST FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

- 6.1 For compensation for actual damages in the amount of \$1,500,000; an award for consequential damages, emotional distress, damage to the above referenced business entities; prejudgment interest and opportunity costs resulting from the unavailability of funds that has been continuous since May 8, 2023 in the amount of approximately \$150,000.
- 6.2 For three times the actual damages up to the statutory limit and actual damages over and above the treble damage award, attorneys fees and costs pursuant to the Washington State CPA.
- 6.3 For an order requiring defendant to restore all banking services or pay Plaintiff for the time and inconvenience of opening new bank accounts after defendant reimburses Plaintiffs for the total value of funds that became unavailable at the judgment rate of interest.
- 6.4 For such other relief as the Court finds just and equitable.

Dated this 25th day of January, 2024.



Daniel Toshner
Plaintiff, *pro se*

Daniel Toshner